

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Patrick David Carpenter Ann Marie Carpenter <u>Debtors</u>	CHAPTER 13
JPMorgan Chase Bank, National Association <u>Movant</u> vs. Patrick David Carpenter Ann Marie Carpenter <u>Debtors</u>	NO. 13-13374 REF
Frederick L. Reigle, Esq. <u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of the filing of this Stipulation, Debtors are currently postpetition current with the next monthly payment due January 1, 2018 in the amount of \$1,518.27..

2. Beginning on January 1, 2018, Debtors shall pay the present regular monthly payment of **\$1,518.27** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), at the address below;

JPMorgan Chase Bank, N.A.
3415 Vision Drive, OH4-7133, Columbus, OH 43219

3. Should Debtors provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 19, 2017

By: /s/ Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734

Date: January 9, 2018


George M. Lutz, Esq.
Attorney for Debtors

Date: 1/12/18


Frederick L. Reigle, Esquire
Chapter 13 Trustee

Approved by the Court this 17 day of January, 2018 However, the court retains discretion regarding entry of any further order.


Bankruptcy Judge
Richard E. Fehling